

EXHIBIT “D”

David Noonan

To: MATT KNEPPER ESQ. (Matt.Knepper@huschblackwell.com); MATT KNEPPER ESQ. (brendan.melander@huschblackwell.com); MATT KNEPPER ESQ. (theresa.mullineaux@huschblackwell.com)
Cc: lento@radixlaw.com
Subject: Settlement Document
Attachments: FAVORITE IASIS Release With Bankruptcy Ref.rtf; Favorite (IASIS) - Stipulation and Consent to Entry of Judgment (GNL Draft) (1).docx; Favorite IASIS stipulated consent judgment.docx
Contacts: MATT KNEPPER ESQ.

March 1, 2024

Matt

Attached in 3 separate files please find a Release and Settlement Agreement and Stipulation and Consent to Entry of Judgment with the Stipulated Consent Judgment attached. I believe these documents accurately represent our agreement.

Please note the Release and Settlement Agreement requires all parties to execute and exchange no later than next Friday March 8.

Naturally there is a counterparts provision in the Release and Settlement Agreement allowing for several different counterpart execution pages.

Kindly confirm your receipt of this email and that you were able to open the 2 attachments.

Regards,

David J. Noonan Esq.
Law Office of David J. Noonan

(413) 549-5491 Work
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noonan@law-djn.com

32 Tanglewood Road
Amherst, MA 01002

Signature, Tax Disclosure and Confidentiality Notice:

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RELEASE AND SETTLEMENT AGREEMENT

This Release and Settlement Agreement is entered into by and between FAVORITE HEALTHCARE STAFFING, LLC. ("Favorite") and IASIS HEALTHCARE HOLDINGS, INC., ST. LUKES MEDICAL CENTER, L.P., MOUNTAIN VISTA MEDICAL CENTER, L.P. RALPH de la TORRE, MICHAEL CALLUM & CHRISTOPHER DUNLEAVY (collectively hereinafter "Defendants") hereinafter ("RELEASE AND SETTLEMENT AGREEMENT").

RECITALS

WHEREAS, a dispute arose between Favorite and the Defendants concerning the amount of payment due to Favorite for services rendered between December 2021 and February 18, 2022 to Defendants; and

WHEREAS, in August 29, 2023, Favorite filed a complaint in the United States District Court For District of Arizona, Phoenix Division in Civil Action No. 23-cv-01810-DJH ("Civil Litigation"). On November 14, 2023 Defendants filed their answers to said complaint; and

WHEREAS, the claims asserted by Favorite in the Civil Litigation are all hereinafter referred to as the ("Favorite Claims") and any claims that could have been asserted by the Defendants vs. Favorite in the Civil Litigation are hereinafter referred to as the "Defendants' Claims".

WHEREAS, Favorite and Defendants in exchange for the various considerations and performances set forth herein have mutually agreed to settle the Favorite Claims and the Defendants' Claims.

SETTLEMENT AGREEMENT

Favorite and Defendants in order to settle the Favorite Claims and the Defendants' Claims any and all other claims which each may hold against one another have negotiated and entered into this RELEASE AND SETTLEMENT AGREEMENT through which upon the full and complete tender of Defendants' performance obligations as set forth herein fully, the parties completely and mutually settle any and all claims amongst and between them.

PERFORMANCE & CONSIDERATION FROM FAVORITE

Favorite, conditioned on the full, complete and timely tender of the Defendants' performance set forth herein, shall:

- 1) Accept, in full and complete settlement of any and all of the Favorite Claims, \$186,421.82 from Defendants which amount is to be paid in 1 lump sum payment through ACH transfer as follows:

- a) \$186,421.82 paid on or before 45 days from the date of Defendants'

completed execution of this RELEASE AND SETTLEMENT AGREEMENT; and

- b) On or before March 8, 2024 tender to the Defendants an executed counterpart of this RELEASE AND SETTLEMENT AGREEMENT; and
- c) hold in escrow pursuant to the terms and conditions set forth herein the Defendants' Stipulated Consent Judgment and Stipulation and Consent to Entry of Judgment both of which are attached hereto and marked as Exhibit "A".

PERFORMANCE & CONSIDERATION FROM IASIS HEALTHCARE HOLDINGS, INC., ST. LUKES MEDICAL CENTER, L.P., MOUNTAIN VISTA MEDICAL CENTER, L.P., RALPH de la TORRE, MICHAEL CALLUM & CHRISTOPHER DUNLEAVY

Conditioned on the tender by Favorite on or before March 8, 2024 of an executed counterpart of this RELEASE AND SETTLEMENT AGREEMENT and compliance with the terms and conditions of the herein escrow agreement for said Defendants' Consent to Judgment, shall:

- 1) Tender to Favorite, in full and complete settlement of any and all of the Favorite Claims versus the Defendants the payment of \$186,421.82 which amount is to be paid in 1 lump sum payment through ACH transfer as follows:
 - a) \$ 186,421.82 to be paid on or before 45 days from the date of Defendants' completed execution of this RELEASE AND SETTLEMENT AGREEMENT which shall occur no later than March 8, 2024, the payment to be made shall be deemed paid only by the individual defendants RALPH de la TORRE, MICHAEL CALLUM & CHRISTOPHER DUNLEAVY; and
 - b) on or before March 8, 2024 tender to Favorite a fully executed Consent to Judgment, a copy of which is attached hereto and marked as Exhibit "A"; and
 - c) on or before March 8, 2024 tender to Favorite a fully executed counterpart of this RELEASE AND SETTLEMENT AGREEMENT executed by all Defendants.

RELEASE BY FAVORITE OF IASIS HEALTHCARE HOLDINGS, INC., ST. LUKES MEDICAL CENTER, L.P. & MOUNTAIN VISTA MEDICAL CENTER, L.P.

Favorite, except to the extent it is entitled to any continuing right or benefit expressly set forth herein, hereby remises, releases, acquits, and forever discharges IASIS HEALTHCARE HOLDINGS, INC., ST. LUKES MEDICAL CENTER, L.P. & MOUNTAIN

VISTA MEDICAL CENTER, L.P. and their, officers, directors, members, employees, their predecessors, successors, assigns, attorneys, agents, and representatives and all their predecessors, successors and assigns from any claims, demands, actions, causes of action, suits, costs (including attorneys' fees and costs actually incurred), damages, expenses, debts and liabilities, of every name, nature, kind, character and description known and unknown, anticipated or unanticipated, discovered or not, whether or not well founded in fact or in law, past, present or future, either direct or consequential, either at law or in equity, in tort and in contract, and by statute, including, but not limited to, all damages including punitive or exemplary damages or fines, damages, costs, lost profits, lost opportunities and lost revenues, lost earning capacity, loss of use, loss of services, loss of consortium or society, conscious pain and suffering, personal injuries, emotional distress, medical expenses, consequential damages, compensation, wrongful death or any other thing whatsoever on account of, or in any way growing out of the Favorite Claims and any and all known or unknown, apparent or not apparent, past, present or future damages resulting or arising out of or otherwise, which Favorite now has or ever had on account of any claims, including but not limited to the Favorite Claims or any other claim related to the same.

RELEASE BY FAVORITE OF RALPH de la TORRE, MICHAEL CALLUM &
CHRISTOPHER DUNLEAVY

Favorite, except to the extent it is entitled to any continuing right or benefit expressly set forth herein, hereby remises, releases, acquits, and forever discharges RALPH de la TORRE, MICHAEL CALLUM & CHRISTOPHER DUNLEAVY and their heirs, successors, assigns, attorneys, agents, and representatives and all their predecessors, successors and assigns from any claims, demands, actions, causes of action, suits, costs (including attorneys' fees and costs actually incurred), damages, expenses, debts and liabilities, of every name, nature, kind, character and description known and unknown, anticipated or unanticipated, discovered or not, whether or not well founded in fact or in law, past, present or future, either direct or consequential, either at law or in equity, in tort and in contract, and by statute, including, but not limited to, all damages including punitive or exemplary damages or fines, damages, costs, lost profits, lost opportunities and lost revenues, lost earning capacity, loss of use, loss of services, loss of consortium or society, conscious pain and suffering, personal injuries, emotional distress, medical expenses, consequential damages, compensation, wrongful death or any other thing whatsoever on account of, or in any way related to the Favorite Claims and any and all known or unknown, apparent or not apparent, past, present or future damages resulting or arising out of or otherwise related to, which Favorite now has or ever had on account of any claims, including but not limited to the Favorite Claims or any other claim related to the same.

RELEASE BY IASIS HEALTHCARE HOLDINGS, INC., ST. LUKES MEDICAL CENTER,
L.P. & MOUNTAIN VISTA MEDICAL CENTER, L.P., RALPH de la TORRE, MICHAEL
CALLUM & CHRISTOPHER DUNLEAVY OF FAVORITE

IASIS HEALTHCARE HOLDINGS, INC., ST. LUKES MEDICAL CENTER, L.P., MOUNTAIN VISTA MEDICAL CENTER, L.P., RALPH de la TORRE, MICHAEL CALLUM & CHRISTOPHER DUNLEAVY, except to the extent they are entitled to any continuing right or benefit expressly set forth herein, hereby remises, releases, acquits, and forever discharges Favorite its, officers, directors, members, shareholders, employees, their predecessors, successors, assigns, attorneys, agents, assigns, attorneys, agents, and representatives and all their predecessors, successors and assigns from any claims, demands, actions, causes of action, suits, costs (including attorneys' fees and costs actually incurred), damages, expenses, debts and liabilities, of every name, nature, kind, character and description known and unknown, anticipated or unanticipated, discovered or not, whether or not well founded in fact or in law, past, present or future, either direct or consequential, either at law or in equity, in tort and in contract, and by statute, including, but not limited to, all damages including punitive or exemplary damages or fines, damages, costs, lost profits, lost opportunities and lost revenues, lost earning capacity, loss of use, loss of services, loss of consortium or society, conscious pain and suffering, personal injuries, emotional distress, medical expenses, consequential damages, compensation, wrongful death or any other thing whatsoever on account of, or in any way which could have been asserted as a counterclaim to the Favorite Claims and any and all known or unknown, apparent or not apparent, past, present or future damages resulting or arising out of the Defendants' Claims and any and all known or unknown, apparent or not apparent, past, present or future damages resulting or arising out of or otherwise related to, which Defendants now have or ever had on account of any claims, including but not limited to the Defendants' Claims or any other claim related to the same.

ESCROW OF CONSENT TO JUDGMENT

David J. Noonan, Esq., ("Escrow Agent") shall hold the executed Stipulated Consent Judgment and Stipulation and Consent to Entry of Judgment Consent in escrow pending Defendants timely performance of all of their performance obligations as set forth herein. In the event Defendants do not timely and fully perform all of their performance obligations as set forth herein, Escrow Agent, after providing Defendants with written notice of any breach and thereafter waiting 3 business days for Defendants to cure said breach, has full and absolute authority to release the Consent to Judgment from escrow and file it with the United States District Court for the District of Arizona, Phoenix Division in Civil Action No. 23-cv-01810-DJH. Thereafter Favorite may proceed with any and all enforcement rights versus the Defendants.

REPRESENTATIONS AND WARRANTIES

Favorite and the Defendants represent and warrant that their rights, title and interest to the claims being released have not been assigned, pledged, conveyed, or transferred to any other party, including without limitation any individual, company or other entity with which any of the parties have every been affiliated, associated or related to. Additionally, Favorite and the Defendants specifically represent and warrant that no third parties have asserted or have a legal right to assert a lien as against the choose(s) in action to be released through

this RELEASE AND SETTLEMENT AGREEMENT and that Favorite and the Defendants will indemnify and will hold each other harmless should any such claim of lien be asserted as against Favorite and/or the Defendants. No promise or inducement which is not herein expressed has been made to Favorite and/or the Defendants in executing this RELEASE AND SETTLEMENT AGREEMENT and Favorite and the Defendants do not rely upon any statement or representation made by any person, firm, or corporation, hereby released, any agents, or any other person, whether representing them or any other, concerning the nature, extent or duration of said damages or losses or the legal liability therefore. Favorite and the Defendants and hereby acknowledge and assume all risk, chance or hazard that said injuries or damages may be or become permanent, progressive, greater or more extensive than is now known, anticipated or expected.

Favorite and the Defendants understand that this settlement is the compromise of doubtful and disputed claims and is a full and complete release, and that the release provisions herein are not to be construed as an admission of liability on the part of the persons or entities hereby released.

COVENANT NOT TO LITIGATE & NONDISPARAGEMENT & CONFIDENTIALTY

In addition to the release contained herein above, and not in limitation thereof, Favorite and the Defendants agree that they shall never prosecute or aid in the prosecution of any claim released hereby, whether by claim, counterclaim or otherwise. Favorite and the Defendants further agree that they will never make any disparaging comment either orally or in writing, regardless of the media or method of communication, concerning Favorite and/or any of the Defendants or any of their directors, officers, members, agents, or otherwise take any action which could reasonably be expected to adversely affect the reputation of any of the parties to this RELEASE AND SETTLEMENT AGREEMENT, unless compelled by order of a court of competent jurisdiction, maintain complete confidentiality of the content and nature of this RELEASE AND SETTLEMENT AGREEMENT and never disclose any of the terms and conditions of this RELEASE AND SETTLEMENT AGREEMENT.

NATURE OF AGREEMENT & RELEASES

The agreement and release evidenced hereby shall not be impaired and shall remain in full force and effect notwithstanding any, bankruptcy, insolvency or similar proceeding instituted by any of the parties hereto. Furthermore, the parties agree and acknowledge that this agreement is a full, final and immediate settlement and release of all claims and is not an executory accord but rather is a substituted agreement, extinguishing pre-existing rights and substituting the same with the terms and conditions contained herein.

DRAFTED JOINTLY

This RELEASE AND SETTLEMENT AGREEMENT has been drafted jointly by the parties hereto and is not to be construed against any party.

NO IMPLICATIONS

It is acknowledged and stipulated by Favorite and the Defendants that nothing herein is intended to imply, or to constitute any admission or acknowledgement that any party has any liability whatsoever to any other party with respect to any of the claims released hereby. It is the purpose of this RELEASE AND SETTLEMENT AGREEMENT to forever settle, adjust and discharge the claims of whatsoever kind or nature that Favorite and the Defendants may have as against each other to date including but not limited to claims concerning the claims identified herein and it is further agreed by Favorite and the Defendants that any of the claims to be released by this release, if ever re-asserted in any lawsuit which might hereafter be prosecuted shall be dismissed with prejudice, with the prevailing party to be liable for any of the other parties' costs including reasonable attorneys' fees incurred in obtaining said dismissal.

BENEFIT OF COUNSEL

Favorite and the Defendants represent that before their execution of this RELEASE AND SETTLEMENT AGREEMENT they had the benefit of counsel of their own selection or the opportunity to retain said counsel and that they have executed this release following consultation therewith.

INTEGRATION AND AMENDMENT

This RELEASE AND SETTLEMENT AGREEMENT constitutes the sole, complete and entire agreement and understanding of the parties hereto concerning the subject matter hereof and may not be altered, modified or changed in any manner, nor may any of the conditions herein be waived, except by a writing duly executed by the authorized representatives of each party hereto. No oral or written statements, promises or representations have been made by any party to any other party or are relied upon in order to induce any party to execute this RELEASE AND SETTLEMENT AGREEMENT. No consideration has been or is offered, promised, expected or held out, other than as stated in this RELEASE AND SETTLEMENT AGREEMENT. None of the Parties are relying on any representations other than those expressly set forth in this RELEASE AND SETTLEMENT AGREEMENT, and no conditions precedent to the effectiveness of this RELEASE AND SETTLEMENT AGREEMENT exist, other than as may be expressly provided herein. All prior discussions and negotiations have been and are merged and integrated into and superseded by this RELEASE AND SETTLEMENT AGREEMENT. The Parties agree that no parole evidence as to any event or occurrence, which pre-dates the effective date of this RELEASE AND SETTLEMENT AGREEMENT, may be offered to explain the motivations or expectations of the Parties in entering into this RELEASE AND SETTLEMENT AGREEMENT. If any provision of this RELEASE AND SETTLEMENT AGREEMENT should be found by a court of competent jurisdiction to be invalid, the

construction, which would render it invalid or unenforceable, shall, if possible, be construed so as to render it valid and enforceable.

REASONABLE COSTS

In the event that legal action is required for the enforcement of any of the provisions of this RELEASE AND SETTLEMENT AGREEMENT, the prevailing party shall be entitled to recover the reasonable costs and expenses, including reasonable attorney's fees, incurred in such action.

APPLICABLE LAW

This RELEASE AND SETTLEMENT AGREEMENT shall be construed and enforced in accordance with the laws of the State of Arizona.

COUNTERPARTS

This RELEASE AND SETTLEMENT AGREEMENT may be executed in more than one counterpart, provided however, that each and every counterpart shall be considered one and the same agreement. Signatures of any party transmitted by facsimile or electronic mail (including, without limitation, electronic mailing of a scanned counterpart in portable document format or "PDF" shall be treated as and deemed to be original signatures for all purposes, and will have the same binding effect as if they were original, signed instruments delivered in person.

IN WITNESS WHEREOF, intending to be legally bound hereby, Favorite and the Defendants have caused this RELEASE AND SETTLEMENT AGREEMENT to be executed on the dates set forth below.

EXECUTED UNDER SEAL

Witnessed By: Favorite Healthcare Staffing, LLC.
By Its General Counsel:

David Collier, Esq.

Dated: _____

Witnessed by:

IASIS Healthcare Holdings, Inc.
By Its: President

Dated: _____

Witnessed by:

St. Luke's Medical Center, L.P.
By Its:

Dated: _____

Witnessed by:

Mountain Vista Medical Center, L.P.
By Its:

Dated: _____

Witnessed by:

Ralph de la Torre

Dated: _____

Witnessed by:

Michael Callum

Dated: _____

Witnessed by:

Christopher Dunleavy

Dated: _____

EXHIBIT “A”

David J. Noonan, *Pro Hac Vice* (*MA Bar No. 373260)

LAW OFFICE OF DAVID J. NOONAN

32 Tanglewood Road

Amherst, Massachusetts, 01002

(413) 549-5491

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Gary N. Lento (028749)

RADIX LAW

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lento@radixlaw.com

Attorneys for Plaintiff FAVORITE HEALTHCARE STAFFING, LLC

UNITED STATES DISTRICT COURT

DISTRICT OF ARIZONA

Favorite Healthcare Staffing, LLC, a Kansas
limited liability company,

Plaintiff,

vs.

IASIS Healthcare Holdings, Inc., St. Lukes
Medical Center, L.P., and Mountain Vista
Medical Center, L.P.,

Corporate Defendants,

and

Ralph de la Torre; Michael Callum; and
Christopher Dunleavy;

Individual Defendants.

Case No.: 2:23-cv-01810-DJH

**STIPULATION AND CONSENT TO
ENTRY OF JUDGMENT**

(Assigned to the Honorable
Diane J. Humetewa)

The Parties hereto stipulate and agree to the entry of the *Stipulated Consent Judgment*
attached hereto as **Exhibit A**.

STIPULATION AND CONSENT TO ENTRY OF JUDGMENT

1 Dated: _____ **IASIS HEALTHCARE HOLDINGS, INC.**

2
3 By: _____
4 Title: _____

5 Dated: _____ **ST. LUKES MEDICAL CENTER, L.P.**

6
7 By: _____
8 Title: _____

9 Dated: _____ **MOUNTAIN VISTA MEDICAL CENTER, L.P.**

10
11 By: _____
12 Title: _____

13 Dated: _____ **RALPH de la TORRE**

14
15
16 Dated: _____ **MICHAEL CALLUM**

17
18
19 Dated: _____ **CHRISTOPHER DUNLEAVY**

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22 ///

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24 ' ///

25 ///

26 ///

27 ///

28
STIPULATION AND CONSENT TO ENTRY OF JUDGMENT

1 APPROVED BY:

2 DATED: March 1, 2024

LAW OFFICE OF DAVID J. NOONAN

3 /s/ David J. Noonan

4 David J. Noonan, Esq. (Pro Hac Vice)

5 32 Tanglewood Road

6 Amherst, Massachusetts, 01002

noonan@law-djn.com

7 **RADIX LAW**

8 Gary N. Lento, Esq.

9 15205 N. Kierland Blvd., Suite 200

10 Scottsdale, Arizona 85254

(602) 606-9300

lento@radixlaw.com

11 *Attorneys for Plaintiff FAVORITE HEALTHCARE*
12 *STAFFING, LLC*

13 DATED: March 1, 2024

HUSCH BLACKWELL, LLP

14 /s/ Matthew D. Knepper

15 Matthew D. Knepper, Esq. (Pro Hac Vice)

16 Theresa M. Mullineaux, Esq. (Pro Hac Vice)

17 8001 Forsyth Blvd., Suite 1500

18 St. Louis, Missouri 63105

(314) 480-1500

Matthew.Knepper@huschblackwell.com

Theresa.Mullineaux@huschblackwell.com

20 Brendan A. Melander, Esq.

21 Brandon Stein, Esq.

22 2415 E. Camelback Road, Suite 500

23 Phoenix, Arizona 85016

(480) 824-7890

Brendan.Melander@huschblackwell.com

Brandon.Stein@huschblackwell.com

24 *Attorneys for Defendants IASIS Healthcare*
25 *Holdings, Inc.; St. Lukes Medical Center, L.P.;*
26 *Mountain Vista Medical Center, L.P.; Ralph de la*
27 *Torre; Michael Callum; and Christopher*
28 *Dunleavy*

STIPULATION AND CONSENT TO ENTRY OF JUDGMENT

1 David J. Noonan, *Pro Hac Vice* (*MA Bar No. 373260)

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4 Amherst, Massachusetts, 01002

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6 Gary N. Lento (028749)

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11 *Attorneys for Plaintiff FAVORITE HEALTHCARE STAFFING, LLC*

12 **UNITED STATES DISTRICT COURT**

13 **DISTRICT OF ARIZONA**

14 Favorite Healthcare Staffing, LLC, a Kansas
15 limited liability company,

16 **Plaintiff,**

17 **vs.**

18 IASIS Healthcare Holdings, Inc., St. Lukes
19 Medical Center, L.P., and Mountain Vista
20 Medical Center, L.P.,

21 **Corporate Defendants,**

22 **and**

23 Ralph de la Torre; Michael Callum; and
24 Christopher Dunleavy;

25 **Individual Defendants.**

Case No.: 2:23-cv-01810-DJH

26 **STIPULATED CONSENT JUDGMENT**

(Assigned to the Honorable
Diane J. Humetewa)

27 **///**

28 **STIPULATED CONSENT JUDGMENT**

1 Plaintiff, FAVORITE HEALTHCARE STAFFING, INC. ("Plaintiff") having filed a
 2 First Amended Complaint against Defendants IASIS HEALTHCARE HOLDINGS, INC.;
 3 ST. LUKES MEDICAL CENTER, L.P.; MOUNTAIN VISTA MEDICAL CENTER, L.P.;
 4 RALPH DE LA TORRE; MICHAEL CALLUM; and CHRISTOPHER DUNLEAVY
 5 (collectively "Defendants"), and all Defendants having been served with process and having
 6 answered the First Amended Complaint, and the Parties having reached an agreement that
 7 final judgment may be entered by the Court against each of the Defendants, jointly and
 8 severally, and good cause appearing:

9 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that Plaintiff have
 10 final judgment against each of the Defendants, jointly and severally, as follows:

- 11 1. For a Judgment in the principal amount of *Three Hundred Seventy-Two Thousand*
 12 *Eight Hundred Forty-Three Dollars and 64/100 cents* (\$372,843.64) ("Settlement
 13 Amount").
- 14 2. For future interest upon the Settlement Amount from the date of Judgment until
 15 paid in full at the maximum rate allowed by law.

16 Dated this ____ day of _____, 2024.

17
 18
 19 _____
 20 Honorable Diane J. Humetewa
 21 United States District Judge

22 ///

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STIPULATED CONSENT JUDGMENT

1 APPROVED AS TO FORM AND CONTENT:

2 DATED: March 1, 2024 LAW OFFICE OF DAVID J. NOONAN

3 /s/ David J. Noonan

4 David J. Noonan, Esq. (Pro Hac Vice)
5 32 Tanglewood Road
6 Amherst, Massachusetts, 01002
7 noonan@law-djn.com

8 **RADIX LAW**

9 Gary N. Lento, Esq.
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12 (602) 606-9300
13 lento@radixlaw.com

14 *Attorneys for Plaintiff FAVORITE HEALTHCARE*
15 *STAFFING, LLC*

16 DATED: March 1, 2024 HUSCH BLACKWELL, LLP

17 /s/ Matthew D. Knepper

18 Matthew D. Knepper, Esq. (Pro Hac Vice)
19 Theresa M. Mullineaux, Esq. (Pro Hac Vice)
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26 Brandon Stein, Esq.

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Attorneys for Defendants IASIS Healthcare

Holdings, Inc.; St. Lukes Medical Center, L.P.;

Mountain Vista Medical Center, L.P.; Ralph de la

Torre; Michael Callum; and Christopher

Dunleavy

STIPULATED CONSENT JUDGMENT